



The City of Belmont is requesting proposals from qualified licensed Contractors to provide traffic signal on-call services for six (6) City owned traffic signals located throughout the City.

Project Description

The City of Belmont would like to enter into a two (2) year agreement with a properly licensed contractor to provide traffic signal on-call services for six (6) City owned traffic signalized intersections located throughout the City.

The City may choose to extend the contract one (1) additional year.

Scope of Services

The contractor shall furnish all labor, tools, shop facilities, and equipment to perform traffic signal on-call services for six (6) traffic signalized intersections within the City of Belmont. Accidents, vandalism, acts of God, pavement failure and any conflict or malfunction of any component of a signalized intersection which compromises the safe and orderly flow of traffic shall be considered an emergency requiring immediate response and resolution.

Non-emergency preventive maintenance and signal modifications/upgrade work shall be considered as extra work and quoted separately on a per project basis. Contractor shall provide the City with a list of items recommended for corrective action. Repair work will be performed by the City or by the contractor at the City's discretion. All replacement parts must be equal or equivalent to existing equipment. All non-emergency repair work including parts and installation must be approved in writing by the City prior to proceeding.

Approved work will be paid for based on a submitted quote that has been approved by the City.

Contractor shall provide response and service on a 24-hour per day, 7-day per week basis. Immediate action shall be taken to safeguard the public any time a signal installation becomes partly or totally inoperative from any cause whatsoever. The maximum response times shall be as follows:

- Emergency and Accident Maintenance – One (1) Hour
- Replacement of Burned Out Signal faces
 - * Red Faces on Mast Arms – Two (2) Hours
 - * Red Faces on Poles – Twelve (12) Hours
 - * Green and Yellow Faces – Twelve (12) Hours
- All Other Signal Maintenance – Twenty-Four (24) Hours

Request for Proposal-Traffic Signal On-Call Emergency Services
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The City may extend the maximum response time for maintenance on a case-by-case basis if the signal remains operational in a satisfactory manner and the condition poses no immediate hazard to the public.

Final repairs and maintenance shall be completed as soon as possible and in all cases no less than twenty-one (21) calendar days, unless extended in writing by the City Engineer.

Monthly Activity Report

The Contractor shall provide a computerized database capable of storing all service calls and inspection and maintenance activities performed under the contract. A monthly report generated from the database shall be sent to the City with the monthly invoice. The report must identify each activity by the date and time, location, nature of the problem, work done, and whether the activity is related to an accident, vandalism or specifically authorized work. No payment will be made without submittal of the report.

Reporting Requirements

In addition to a monthly report which accompanies each invoice, an Emergency Response Report shall be delivered via email no later than 10:00 A.M. of the first business day following any and all emergency requests for service. This report will include:

1. The time the call came in.
2. The time the technician arrived on site.
3. The time that the problem was resolved.
4. A detailed description of the conditions found when the technician arrived.
5. A detailed description of the work performed to correct the malfunction.
6. In the event that a temporary solution is employed to restore the safe and orderly flow of traffic, the report shall describe the work needed to restore the signalized intersection to full functionality.

Safety

The contractor shall plan and conduct the work in a manner that will safeguard all persons from injury in accordance with CAL OSHA regulations and shall take precautions required by all other applicable governmental regulations. In the event unsafe work is observed by City staff or otherwise reported, the Public Works Director or his designee may at his discretion order contractor to stop performing work and pay all costs and or damages resulting from the delay.

Qualifications

Contractor must possess valid licenses, certifications and insurance required by the State of California to perform this type of work during the entire duration of this contract period.

Contractor must submit with their proposal a statement of qualifications that outline why they are qualified to perform the work described in the scope of services section.

Contractor must have on-staff, certified personal who will respond with the following qualifications:

1. Level Three technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years' experience in traffic signal repairs;
2. Level Two technician with certification by the International Municipal Signal Associations (IMSA) with at least three (3) years' experience in traffic signal repairs.

The submitted proposal shall identify by name all certified personnel who will be available and would be assigned to provide traffic signal maintenance services to the City.

Traffic Control

Traffic control shall be set up at all work sites per Caltrans Standard Specifications and Standard Plans as outlined in the Work Area Traffic Control Handbook

Business License

All contractors doing work in the City of Belmont shall be required to obtain a business license.

Maintenance Records

Contractor shall maintain a maintenance log to be kept in each controller cabinet using a form supplied by the City. Contractor shall maintain records as described herein.

Whenever the controller cabinet is opened, the maintenance log must be filled out.

A printout of the signal control database shall be kept in each controller cabinet. Timing changes shall be indicated on the printout. Only the City Engineer shall authorize timing changes except that the Contractor may make changes required on a temporary basis due to maintenance operations or to maintain a satisfactory signal operation when there is a detection failure.

Failure to Respond

In the event the Contractor does not respond or the signal technician will not be at the intersection within the designated response time, the signal technician shall notify the City. Dependent upon the severity of the incident, the City may choose to respond with its own forces or utilize the services of another Contractor.

If the City uses forces other than the Contractor's because the Contractor could not meet the designated response time, the Contractor shall be back charged the costs incurred by the City plus a 25% penalty. The money will be deducted from any money owed the Contractor. The Contractor may also be liable for any incidents resulting in his not responding to the maintenance call.

Proposal Requirements

The proposal should focus on how you meet these requirements and the experience of the company/individual members of your team who will be responding to calls. Three (3) copies of the proposal should be submitted which shall include the follow:

1. Product/System

Your proposal should include a sample monthly report from a database that is capable of storing all service calls and inspection/Maintenance activities performed. Also include a sample Emergency Response Report which follows an emergency request for services.

2. Approach/Workplan

Your proposal should include a workplan for performing the work described in the scope of services. Please make note of those issues you think are critical in all phases to the success of this project and your approach to resolving these issues.

3. Experience

Your proposal should describe your company's experience performing this type of work for other agencies. The description should explain how this is applicable to Belmont's needs.

Also describe the experience of the employees who will be assigned to perform the work in the City of Belmont.

Provide references for the three other municipalities whom you perform these services for, with current verified telephone numbers, so that we may contact them and ask about your services.

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4. Cost

Your proposal should include all costs associated with service calls. Assumptions made should be clearly noted.

Contract Selection

A selection committee, established by the City, will review the proposals received by the deadline below, develop a short list of qualified contractors, and develop a final ranking of the most qualified proposals. Depending upon the relative quality of the proposals, the City may invite short listed vendors to the interview with City staff. Selection will be made based on best value, references and experience.

A kick-off meeting with City staff to review scope of work will be held at the Public Works Department **Tuesday May 12, 2015 at 2:00 p.m.** A site visit to all six (6) traffic signal locations will directly follow the kick-off meeting.

Proposals shall be submitted on or before **4:00 p.m. Tuesday May 19, 2015**

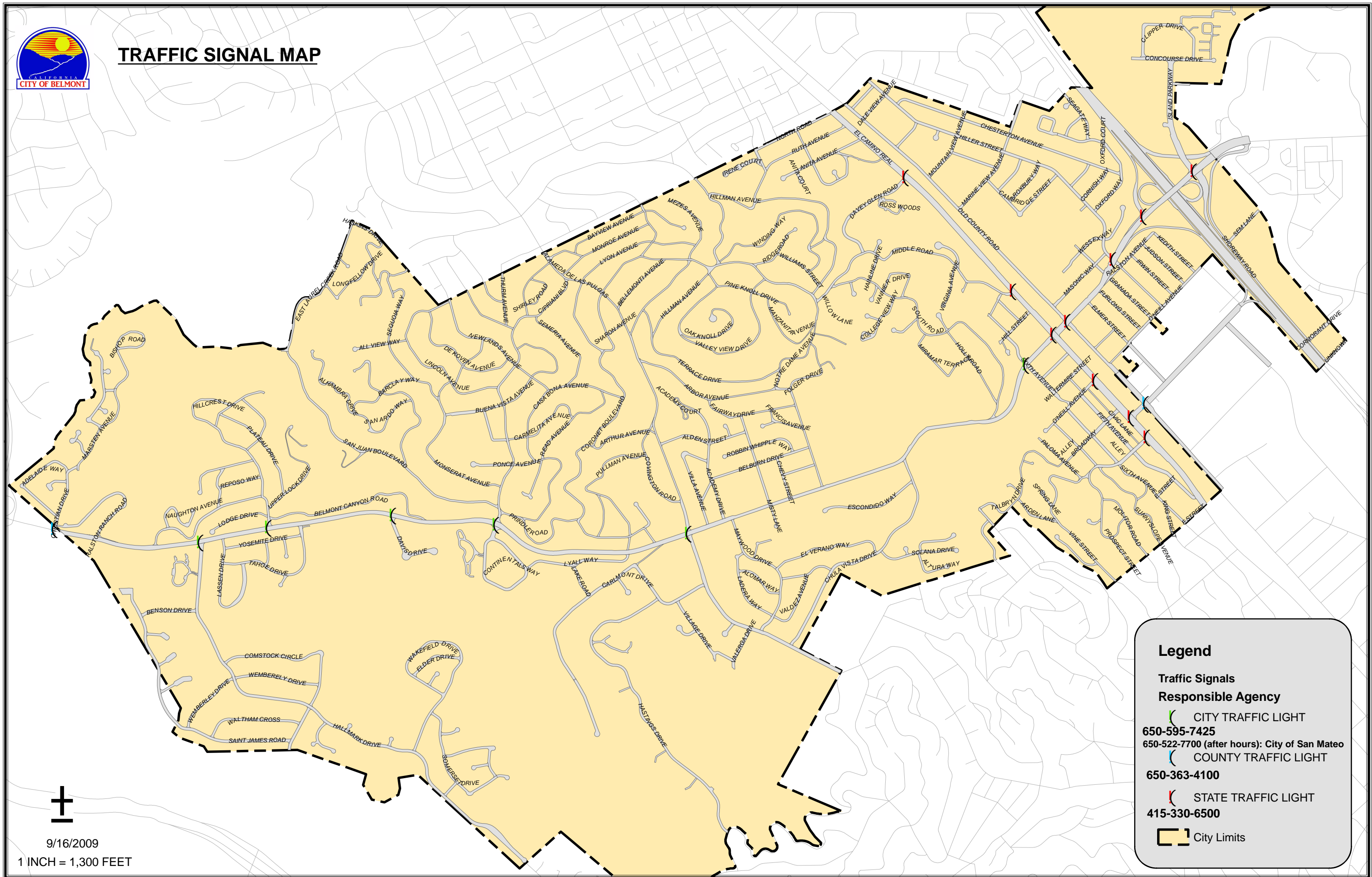
Attached is the construction contract and location map for the six (6) City owned traffic signalized intersections located throughout the City.

If there are any questions regarding this request for proposal, please contact Rick Locke at (650) 222-6401

Rick Locke
Public Works Department
City of Belmont
One Twin Pines Lane, Suite 385
Belmont, CA 94002



TRAFFIC SIGNAL MAP



Legend

 CITY TRAFFIC LIGHT
650-595-7425

 COUNTY TRAFFIC LIGHT
650-522-7700 (after hours): City of San Mateo

 STATE TRAFFIC LIGHT
650-363-4100
415-330-6500

 City Limits

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CONSTRUCTION AGREEMENT

This Construction Agreement (hereinafter “Agreement”) is made and entered into by and between the CITY OF BELMONT, a municipal corporation (hereinafter “City”), and [***INSERT LEGAL NAME OF CONTRACTOR***name of business and description of legal entity, i.e., LLC, Partnership, Corporation, etc.] (hereinafter “Contractor”).

RECITALS

- A. In accordance with the applicable provisions of State law, including the California Public Contract Code, and local law, including the Belmont City Code, the City issued an invitation for competitive bids for this Project.
- B. In response to the invitation for bids, the Contractor submitted the Bid Forms (with a Bid Amount of \$_____), which are incorporated herein by reference, which were found by the City to be responsive to the invitation for bids.
- C. After reviewing all bids submitted in response to the invitation for bids, the City found the Contractor to be the Lowest Responsible Bidder, and the Awarding Body awarded this Agreement to the Contractor on _____ [***INSERT DATE OF AWARD***].
- D. The Project is more specifically described in the Contract Documents, but generally includes the following items of work [*** INSERT IDENTICAL TO “PROJECT DESCRIPTION” IN THE INVITATION TO BIDS***]

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **SCOPE OF WORK.** The Contractor shall perform, or cause to be performed, the Work described in the Contract Documents (hereinafter “Work”), to the satisfaction of the City Engineer, and subject to the final acceptance by the City.
- 2. **CONTRACT DOCUMENTS.**
 - 2.1. **List of Contract Documents.** The Contract Documents consist of this executed Agreement; all Bidding Documents (including the Invitation for Bids, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Forms, and Addenda (if any) as identified below); the Specifications (including General Conditions, Special Provisions, and all documents incorporated by reference therein, including City Standard Specifications, and Caltrans Standard Specifications), and the Technical Specifications; the Drawings (also referred to as “Plans”); and the Exhibits (including bonds).
 - 2.2. **Precedence of Contract Documents.** In the event of a conflict between component parts of the Contract Documents, the document highest in precedence shall control. The precedence shall be as follows: [***SPECIFICALLY IDENTIFY EACH INCORPORATED DOCUMENT, PARTICULARLY THE PLANS, AND ELIMINATE UNUSED PARTS***]
 - 2.2.1. Agreement, as amended by contract change orders.

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- 2.2.2. All Bidding Documents, as amended by Addenda.
- 2.2.3. Technical Specifications
- 2.2.4. Special Provisions.
- 2.2.5. General Conditions
- 2.2.6. City Standard Specifications.
- 2.2.7. Caltrans Standard Specifications (Standard Specifications for Construction of Local Streets and Roads, State of California, July 2006).
- 2.2.8. Drawings (also referred to as Plans), as defined on *****.
- 2.2.9. Standard Plans and Standard Details.
- 2.2.10. Exhibits.

2.3. **Addenda**. The following Addenda are hereby incorporated into the Contract Documents:

No.	Date of Issue:
_____	_____
_____	_____
_____	_____

3. **CONTRACT TIME**.

- 3.1. After Contractor has provided to City all documents identified in the Instructions to Bidders and the Notice of Award (in a form satisfactory to the City, and in accordance with the requirements of the Contract Documents), City shall schedule the mandatory pre-construction conference, and Contractor shall attend and participate in the pre-construction conference.
- 3.2. After the pre-construction conference, the City shall issue a Notice to Proceed to Contractor. The Notice to Proceed will identify the date on which the "Contract Time" commences, and this date may be referred to as the "Contract Commencement Date." Contractor is authorized to commence Work on the Contract Commencement Date, and Contractor must commence the Work no later than seven days after the Contract Commencement Date. The Work must be diligently prosecuted and all of the Work must be substantially completed within the Contract Time specified in the Invitation For Bids. Time is of the essence in the performance of all obligations under these Contract Documents, and all timing requirements must be strictly adhered to unless otherwise modified by the City in accordance with the Contract Documents. The Contractor must submit all requests for extensions of time to the City, in writing, no later than ten (10) working days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.
- 3.3. Within the time set forth in the Special Provisions (or, if no time is specified in the Special Provisions, with seven (7) calendar days after written request from the City), Contractor shall submit to the City all required documents, including the following:
 - 3.3.1. Contractor's safety program, and identification of Contractor's safety officer.

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- 3.3.2. Contractor's cost distribution schedule of prices (schedule of values).
 - 3.3.3. Contractor's Construction Schedule.
 - 3.3.4. Contractor's schedule of submittals.
 - 3.3.5. Copies of all required documentation for each subcontractor, including: State Contractor's License, identification of each subcontractors' authorized representative, copy of contract between Contractor and each subcontractor.
4. **CONTRACT AMOUNT.** City shall pay to Contractor, for the performance of the Work, the Contract Amount identified in the Bid Documents, subject to adjustment of estimated quantities (to reflect actual work performed by the Contractor), and as modified according to the terms of the Contract Documents. The Contractor's compensation shall include all costs incurred by the Contractor in the performance of the Work, including: furnishing all labor (including supervision), materials (including the costs of any and all applicable taxes, patent rights, royalties, licenses, and permits), equipment, tools, transportation, and services necessary to complete the Work (including costs to protect the Work, and all damages to the Work prior to acceptance of the Work by the City, unless otherwise specifically provided in the Contract Documents). The Contract Amount identified in the Bid Documents [***, which includes alternate items _____ *** insert ***,] is \$_____.
5. **LIQUIDATED DAMAGES.** If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to the City, as liquidated damages and not as a penalty, the sum specified in the Invitation for Bids for each calendar day after the expiration of the Contract Time that the Work remains incomplete. The City and Contractor agree that in the event the Work is not completed within the Contract Time, the City's damages would be extremely difficult or impracticable to determine and therefore the City and Contractor agree that the amount stated herein is a reasonable estimate of the amount of such damages. The City may deduct any liquidated damages owed to the City, as determined by the City, from any payments otherwise payable to Contractor under this Contract. Nothing contained herein shall limit the City's rights or remedies against Contractor for any default other than failure to complete the Work within the Contract Time. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if Contractor abandons the Work. In such event, Contractor shall be liable to the City for all losses incurred.
6. **CONTRACTOR REPRESENTATIVE.** At all times during the progress of the Work, Contractor shall have a competent supervisor, foreman, or superintendent (hereinafter "Contractor Representative") on site with authority to act on behalf of the Contractor. The Contractor Representative shall be authorized by the Contractor to sign, send, and receive all notices contemplated or required by the Contract Documents, and authorized to direct all Work being performed by (or on behalf of) the Contractor. The Contractor shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Contractor Representative. Throughout the term of this Contract, Contractor Representative shall meet and confer with the City Engineer in a good faith effort to resolve any outstanding issues related to performance required by the Contract Documents. The Contractor shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of all subcontractors performing the Work.

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7. **ACCESS TO THE SITE.** In order to permit the City to inspect the Work, the Contractor shall, at all times, provide to the City (including agencies and entities designated by the City) proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

8. DOCUMENTATION AND RECORD KEEPING.

8.1. **Contractor's Project Records.** Contractor's Project records shall include all of Contractor's accounting records, employment records, and project work records for all employees, subcontractors, and suppliers, including: the Contract Documents, one record copy of the plans and specifications, change orders, requests for clarifications, instructions from the City, contracts with suppliers and subcontractors, correspondence, submittals, samples, shop drawings, invoices, receipts, vouchers, purchase orders, notes, daily logs, and memoranda relating to the Work.

8.2. **Contractor's Maintenance of Project Records.** Contractor shall keep and preserve Project records in accordance with generally accepted accounting principles and state law requirements. During performance of the Work, Contractor shall keep all of Contractor's Project records in a secure location at the Project Site. After completion of the Work, Contractor shall maintain the Project records for no less than four years after final completion of the Work.

8.3. **Audit by the City.** All of Contractor's Project records, as identified above, shall be made available to the City (including agencies and entities designated by the City), and the Contractor shall provide copies of the Contractor's records upon request by the City.

9. RESPONSIBILITY OF CONTRACTOR AND SUBCONTRACTORS.

9.1. Contractor is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Contractor is not City's employee and Contractor shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Contractor.

9.2. For each subcontractor performing any portion of the Work for this Project, the Contractor shall include a provision in the subcontract documents incorporating by reference the requirements of these Contract Documents, to require the subcontractor to comply with the requirements of these Contract Documents as related to the portion of the Work performed by the subcontractor. This requirement shall specifically include: indemnification of the City (Agreement Section 16), business tax compliance (Agreement Section 12), insurance (Agreement Section 14), and nondiscrimination and compliance with law (Agreement Section 11.1).

10. **CONFLICTS OF INTEREST.** Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that Contractor maintains or acquires such a conflicting interest, any contract (including this Agreement) involving Contractor's conflicting interest may be terminated by the CITY.

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11. **COMPLIANCE WITH LAW.** The Contractor shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances, resolutions, and City Regulations), whether or not said laws are expressly stated in this Agreement.
 - 11.1. **Nondiscrimination.** Contractor shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Contractor shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.
 - 11.2. **Labor Compliance.** Contractor must comply with all applicable federal, state, and local laws regarding labor compliance, including, but not limited to, all applicable provisions related to working hours, the payment of prevailing wages, travel and subsistence payments, apprentices, payroll records, and labor code penalties (as required by California Labor Code Sections 1720 through 1861, and as outlined in the General Conditions). Copies of the prevailing wage rates are on file with the City Engineer, and shall be made available to any interested party upon request.
12. **PERMITS AND LICENSES.** The Contractor must obtain and maintain all necessary permits and licenses for the performance of the Work.
 - 12.1. **Belmont Business License Tax.** Contractor must apply for and pay the business tax and registration tax for a business license, in accordance with the Belmont City Code.
 - 12.2. **Fees, Royalties, and Patents.** Contractor must pay all license fees and royalties related to or necessary for the Work and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others.
13. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by the Contractor, and before the commencement of any Work, the Contractor shall furnish improvement security, in a form substantially the same as that set forth in the Exhibits, attached hereto, or in an alternate form authorized by state law and approved by the City, in the following amounts:
 - 13.1. **Faithful Performance** security in the amount of 100 % of the Contract Amount to secure faithful performance of this Agreement (until the date on which the City accepts the Work as complete).
 - 13.2. **Labor and Material** security in the amount of 100% of the Contract Amount to secure payment by the Contractor to laborers and materialmen (until the date on which claims are required to be made by laborers and materialmen pursuant to law).
 - 13.3. **Warranty** security in the amount of 10% of the Contract Amount to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter).
14. **INSURANCE.** Contractor must, throughout the duration of this Agreement, maintain insurance to cover Contractor (including its agents, representatives, subcontractors, suppliers, and employees) in connection with the performance of Work under this Agreement, including against claims for

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injuries to persons or damages to property which may arise from or in connection with the performance of the Work. This Agreement identifies the minimum insurance levels with which Contractor must comply; however, the minimum insurance levels do not relieve Contractor of any other performance responsibilities under this Agreement (including the indemnity requirements). City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

14.1. **Coverage.** Contractor must maintain insurance in the following minimum levels:

14.1.1. **Workers' Compensation.** Workers' compensation coverage as required by the State of California, with statutory limits.

14.1.2. **Commercial General Liability (CGL).** Commercial general liability with coverage at least as broad as ISO form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury in an amount not less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.

14.1.3. **Employer's Liability.** Employer's liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

14.1.4. **Automobile Liability.** Automobile liability with coverage at least as broad as ISO Form Number CA 0001 covering Code 1 (any auto) in an amount not less than \$5,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Contractor's vehicle usage in performing services hereunder).

14.1.5. **Professional Liability.** For design-build projects, or if the Work requires Contractor to provide professional services related to environmental hazards, professional liability in an amount not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

14.1.6. **Contractors' Pollution Legal Liability.** If the Work involves environmental hazards, Contractors' pollution legal liability in an amount not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

14.1.7. **Asbestos Legal Liability.** If the Work involves asbestos removal, asbestos legal liability in an amount not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

14.1.8. **Builder's Risk (Course of Construction).** Builder's risk insurance utilizing an "All Risk" (Special Perils) coverage form in an amount equal to the completed value of the project and no coinsurance penalty provisions.

14.1.8.1. Builder's Risk insurance must name City as a loss payee as their interest may appear.

14.1.8.2. If the project does not involve new or major reconstruction, at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged,

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impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

- 14.2. **Additional Coverage.** Contractor may carry, at its own expense, any additional insurance it deems necessary or prudent. If Contractor maintains higher levels than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum levels of insurance and coverage shall be available to the City.
- 14.3. **Insurer Qualifications.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
- 14.4. **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either:
- 14.4.1. Contractor must reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or,
- 14.4.2. Contractor must provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 14.5. **Subrogation Waiver.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
- 14.6. **Evidence of Coverage.** Concurrently with the execution of this Agreement, Contractor must furnish City with original certificates and amendatory endorsements, or copies of information or declaration page listing all policy endorsements of the insurance required hereunder. However, failure to obtain the required documents before the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
- 14.7. **Endorsements.** The insurance policies must be endorsed as follows:
- 14.7.1. For commercial general liability and automobile liability insurance, the City (including its elected officials, employees, and agents) must be named as an additional "insured". The endorsement must include liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of Contractor. For commercial general liability, the policy must be endorsed with a form at least as broad as ISO form CG 20 10, GC 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used.
- 14.7.2. Contractor's insurance is primary to any other insurance (including self-insurance) available to the City (including its elected officials, employees, and agents) with respect to

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any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

14.7.3. No policy shall be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City by first class mail.

14.8. **Claims Made Policies.** If any required coverage is made on a claims-made form:

14.8.1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

14.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

14.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

14.8.4. A copy of the claims reporting requirements must be submitted to City for review.

14.8.5. If the services involve lead-based paint or asbestos identification/remediation, Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

14.9. **Subcontractors.** Contractor must require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor must ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors must provide coverage with a format least as broad as CG 20 38 04 13.

15. **REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Contractor must immediately notify the City Risk Manager's office by email at finance@belmont.gov, and Consultant shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Consultant's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

16. **RESPONSIBILITY FOR LOSS.**

16.1. The City and its elected officials, officers, employees, agents and volunteers, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person (including but not limited to workers or the public) from any cause whatsoever; or for damage to property from any cause whatsoever.

16.2. The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person (including but not limited to workers and the public) or damage to property

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resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. The Contractor shall indemnify and save harmless the City of Belmont and its elected officials, officers, employees, agents and volunteers from all claims, suits or actions of every name, kind and description brought for, or on account of, injuries to or death of any person (including but not limited to employees of Contractor, of subcontractor, or of any other person, firm or entity and the public) or damage to property arising from any cause whatsoever during the progress of the work or at any time before its final completion and acceptance. Contractor's indemnification shall specifically include, but not be limited to, all claims arising out of: contract claims, property damage, personal injury, and any infringement of patent rights or copyrights incidental to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. Contractor's indemnification shall include any and all costs, expenses, court costs, attorneys' fees and liability incurred by the City in enforcing the provisions of this section, and in defending against such claims, whether the same proceed to judgment or not. Contractor shall reimburse City for any expenditures City incurs by reason of such matters. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. This indemnification shall survive termination of the Contract.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, and its officers, officials, agents, employees and volunteers. It is the intent of the parties that the Contractor shall indemnify and hold harmless the City, and its elected officials, officers, agents, employees and volunteers from any and all claims, suits, or actions arising from any cause whatsoever as set forth above regardless of the existence or degree of fault or negligence on the part of the City, the Contractor, the subcontractor or employee of any of these, other than the sole negligence, active negligence or willful misconduct of the City, and its elected officials, officers, agents, employees and volunteers.

16.3. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Agreement as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages as aforesaid.

16.4. Neither the elected officials, officers, agents, employees not volunteers of City, nor any officer or employee of any county, city or district shall be personally responsible for any liability arising under or by virtue of the Agreement.

16.5. Nothing in the Agreement is intended to make the public or any person a third party beneficiary under this Contract, nor is any term and condition or other provision of the Agreement intended to establish a standard of care owed to the public or any member thereof. Attention is directed to Section ____, "Insurance Provisions," of the General Conditions for the Contractor's responsibility for providing and maintaining insurance.

17. **ACCEPTANCE OF WORK.** Before acceptance of the Work by the City, the Contractor shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Contractor's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been

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satisfied and all outstanding fees and charges have been paid, and the City has accepted the Work as complete.

18. **WARRANTY.**

- 18.1. **Quality of Work.** Contractor warrants to the City that all materials and equipment used in or incorporated into the Work will be of good quality, new, and free of liens, claims, and security interests of third parties; and that the Work will be of good quality and free from defects; and that the Work will conform with the requirements of the Contract Documents.
- 18.2. **Documentation of Warranty.** If required by the City Engineer, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If required by the Contract Documents, the Contractor shall provide a written warranty from the manufacturer or supplier.
- 18.3. **Warranty Period.** The Contractor shall warrant the quality of the Work, in accordance with the terms of the Contract Documents, for the "Warranty Period." The Warranty Period shall be a one year period (unless a longer period of time is specified in the Contract Documents) commencing as follows: (a) for any Work not identified as incomplete in the Certificate of Substantial Completion, commencing on the date of Substantial Completion; and (b) for any Work that is identified as incomplete in the Certificate of Substantial Completion, commencing on the date of Final Completion.
- 18.4. **Default During Warranty Period.** In the event that (during the Warranty Period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Contractor under this Agreement (including any faulty workmanship or material, or any failure of the Work to operate in accordance with the requirements of the Contract Documents), the Contractor shall be in default.

19. **DEFAULT.**

- 19.1. **Notice of Default.** In the event that the Contractor is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to the Contractor and the Contractor's surety (if any) in which the default is described.
- 19.2. **Circumstances Constituting Default.** Contractor shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exists:
- 19.2.1. Contractor fails to perform any portion of the Work in accordance with the timing requirements of the Construction Schedule.
- 19.2.2. Contractor abandons the Project site.
- 19.2.3. Contractor fails to replace or repair any damage caused by Contractor or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.
- 19.2.4. Contractor fails to supply workers, subcontractors, or other personnel with the skills, certifications, or licenses required by the Contract Documents.

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- 19.2.5. Contractor violates any legal requirement related to the Work.
- 19.2.6. Contractor is insolvent, files for bankruptcy, makes a general assignment for the benefit of its creditors, or fails to pay its debts as they become due.
- 19.2.7. Contractor fails to perform any portion of the Work in accordance with the requirements of the Contract Documents.
- 19.3. **City Remedies.** The City may, in the discretion of the City Engineer, take any or all of the actions identified in this subsection, if the Contractor fails to: (a) promptly commence, and diligently and continuously prosecute the cure of the default, or (b) within ten (10) days, cure the default, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion:
- 19.3.1. Demand the Contractor to complete performance of the Work (including repair, or removal and replacement, of nonconforming Work).
- 19.3.2. Issue a Notice of Suspension of Work, by which the Contractor shall suspend all Work except for those portions of the Work authorized by the Notice, and for which the Contractor shall not be entitled to any adjustment of the Contract Amount or Contract Time. Notwithstanding the timing requirements of this Section 19.3, if the City Engineer determines that a default may have a potentially adverse impact on the safety of persons or property (including but not limited to a failure by the Contractor to maintain documentation of insurance or improvement security as required by this Agreement), the City Engineer may immediately issue a Notice of Suspension of Work in accordance with this subsection.
- 19.3.3. Cure the default and charge the Contractor for all costs resulting therefrom, including administrative costs (including City staff costs, City consultant costs, and attorney's fees) and interest in an amount equal to seven percent (7 %) per annum from the date of default, which charge may be deducted by the City from amounts otherwise payable to the Contractor.
- 19.3.4. Remove the Contractor from the site and demand the Contractor's surety (if any) to complete performance of the Work.
- 19.3.5. Take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the City may deem expedient. If requested by the City, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within seven (7) days of such request; and if Contractor fails to do so, the City may remove or store, and after ninety (90) days sell, any of the same at Contractor's expense.
- 19.3.6. Terminate the Contract.
- 19.4. **Termination for Default.** In the event that the Contract is terminated by the City in accordance with this section:
- 19.4.1. Contractor shall not be entitled to receive any further payment until the expiration of thirty-five (35) days after Final Completion and acceptance of all Work by the City

City of Belmont Contract Documents

Project: [Project Name]

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19.4.2. If the unpaid balance of the Contract Amount (to which the Contractor is otherwise entitled in accordance with the Contract) exceeds the cost of completing the Work (including all additional costs and expenses made necessary thereby, plus all losses sustained, including any liquidated damages provided under the Contract Documents), such excess shall be paid to Contractor. If the cost of completing the Work exceeds the unpaid balance of the Contract Amount, Contractor shall pay such excess to the City.

19.4.3. No termination or action taken by the City after termination shall prejudice any other rights or remedies of the City provided by law or by the Contract Documents upon such termination; and the City may proceed against Contractor to recover all losses suffered by the City.

20. **NOTICES.** All notices or demands which the Contract Documents contemplates or requires shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective on the first to occur of: (a) actual receipt by a party's Authorized Representative; (b) actual receipt at the address designated below; or (c) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City of Belmont

To: Contractor

Attn: _____

One Twin Pines Lane, Suite _____
Belmont, CA 94002 _____

Attn: _____

21. **HEADINGS.** The heading titles for each paragraph of the Contract Documents are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Contract Documents.

22. **SEVERABILITY.** If any term of the Contract Documents (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Contract Documents shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this section shall not apply to the extent that enforcement of the Contract Documents without the term would be grossly inequitable under all the circumstances or would frustrate the purposes of the Contract Documents.

23. **INTERPRETATION OF CONTRACT DOCUMENTS.**

23.1. **Governing Law, Jurisdiction, and Venue.** The interpretation, validity, and enforcement of the Contract Documents shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.

23.2. **Industry Standards.** When Contract terms have a customary technical or trade meaning, the terms shall be interpreted in accordance with that meaning.

City of Belmont Contract Documents

Project: [Project Name]

City Contract Number

- 23.3. **Standard Specifications and Codes.** References to any regulations (including: standard specifications, manuals or codes of a technical society, organization or association; or laws or regulations of any governmental authority) shall mean the regulations in effect at the time of the Bid Opening, unless otherwise specifically identified in the Contract Documents.
24. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce the Contract Documents, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, not to exceed \$10,000.
25. **ASSIGNMENT AND DELEGATION.**
- 25.1. **Assignment of The Contract Documents.** The Contract Documents, and any portion thereof, shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated, without the written consent of the City. Any attempt to assign or delegate the Contract Documents without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
- 25.2. **Antitrust Claims.** As required by the instructions to bidders and Government Code Section 4552, the Contractor hereby agrees to assign to the City, all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor further warrants that all goods, services, and materials provided to the City in accordance with this Contract are free and clear of all liens and encumbrances.
26. **MODIFICATIONS.** The Contract Documents may not be modified orally or in any manner other than by an agreement of the parties, in writing, in accordance with requirements of the Contract Documents.
27. **WAIVERS.** Waiver of a breach or default under the Contract Documents shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of the Contract Documents.
28. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
29. **ENTIRE AGREEMENT.** The Contract Documents, including all documents incorporated herein by reference, comprise the entire integrated understanding between the City and Contractor concerning the Work to be performed for this Project. The Contract Documents supersede all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The Contract Documents are complementary; what is called for in one is binding as if called for by all. To the extent that portions of the Contract Documents are not attached to this Agreement, they shall be deemed incorporated herein by reference.

City of Belmont Contract Documents

Project: [Project Name]

City Contract Number

30. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute the Contract Documents on behalf of the respective legal entities of the Contractor and the City. The Contract Documents shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the City and the Contractor do hereby agree to the full performance of the terms set forth herein.

CITY OF BELMONT

By: _____
Greg Scoles, City Manager

Date: _____

APPROVED AS TO FORM

Scott M. Rennie, City Attorney

FUNDING VERIFIED

Thomas Fil, Finance Director

CONTRACTOR

By: _____

(print name) (print title)

Date: _____

By: _____

(print name) (print title)

Date: _____

City of Belmont Contract Documents

Project: [Project Name]

City Contract Number

[PLEASE SELECT THE APPROPRIATE SIGNATURE BLOCK FROM THE FOLLOWING SAMPLES]

CORPORATIONS

XYZ Land Development Inc,
a California corporation

By: _____

Its: _____

*[needs to be officer from the operations side:
President, CEO, Vice President]*

By: _____

Its: _____

[needs to be officer from the finance side: Treasurer, CFO, Secretary]

One corporate signature is acceptable if the person is an officer if the signature is notarized (although we would like you to ask for a corporate resolution showing that person is authorized to sign). A single signature where the person is not a corporate officer – eg general manager, etc – must be supported by a corporate resolution indicating that person has been delegated authority to sign contracts on behalf of the corporation

GENERAL PARTNERSHIPS

XYZ Land Development,
a California general partnership

By: _____

Its: General Partner

LIMITED PARTNERSHIPS

XYZ Land Development, LLP,
A California limited partnership

By: _____

Its: General Partner

[need limited partnership agreement or certificate filed with state showing the person or entity is the general partner]

In many cases the general partner will be a corporation so the signature block would look like this:

XYZ Land Development, LP,
A California limited partnership

By: ABC Developers, Inc,
a California corporation

Its: General Partner

By: _____

City of Belmont Contract Documents

Project: [Project Name]

City Contract Number

Its: President, CEO, VP

By: _____

Its: Secretary, Treasurer, CFO

LIMITED LIABILITY COMPANY

XYZ Land Development, LLC,
a California Limited Liability Company

By: _____

Its: Managing Member

[we need to see the operating agreement or certificate filed with secretary of state showing the person or entity is the managing member]

If the Managing Member is not an individual, but is a business entity then you would indent the signature block for the appropriate persons to sign as in the example for the limited partnership above.

City of Belmont Contract Documents

Project: [Project Name]

City Contract Number

PERFORMANCE BOND

Bond No. _____

WHEREAS, _____ (“Principal”) has entered into an “Agreement” with the City of Belmont (“City”) for the Project identified on this Bond, the terms and conditions of which are incorporated herein by reference; and the terms of the Agreement require the Principal to submit performance security.

NOW, THEREFORE, Principal and _____ (“Surety”), are hereby held and firmly bound unto the City in the amount of \$_____, for payment of which Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal (or its heirs, executors, administrators, successors, or assigns approved by the City) performs the covenants, conditions, and obligations of the Agreement, including the obligation to indemnify, defend, and hold harmless the City, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety’s obligation under this bond shall arise after the City has provided written notice to the Surety, at the address set forth below, of the Principal’s default under the Agreement, and the Principal’s failure to cure the default in accordance with the terms of the Agreement.

The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by any modification to the Agreement by the City and the Principal, and the Surety hereby waives notice of any such modification.

In the event suit is brought upon this bond, the surety shall pay reasonable attorneys’ fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

Principal

Surety

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____
Address for Notices to Surety: _____

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY’S POWER OF ATTORNEY MUST BE ATTACHED.

City of Belmont Contract Documents

Project: [Project Name]

City Contract Number

PAYMENT BOND

Bond No. _____

WHEREAS, _____ (“Principal”) has entered into an “Agreement” with the City of Belmont (“City”) for the Project identified on this Bond, the terms and conditions of which are incorporated herein by reference; and the terms of the Agreement require the Principal to submit payment (labor & material) security for the benefit of all “Claimants”; and the term “Claimants” is defined as any of the persons named in California Civil Code Section 3181, or their assigns.

NOW, THEREFORE, Principal and _____ (“Surety”), are hereby held and firmly bound unto the City, and all Claimants, in the amount of \$_____, for payment of which Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal (or its heirs, executors, administrators, successors, or assigns approved by the City) and all of its subcontractors pay: (a) all Claimants, and (b) all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Agreement, and (c) all amounts required to be deducted, withheld, and paid over to the California Employment Development Department from the wages of employees of the Principal and its subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor; then this obligation shall become and be null and void; otherwise it shall remain in full force and effect.

The Surety’s obligation under this bond shall arise, and the Surety shall make appropriate payments, after the Surety has received written notice, at the address set forth below, of the Principal’s failure to make payment in accordance with the obligations of the Agreement or this bond. This bond shall inure to the benefit of the City and Claimants, as to give a right of action to any Claimant or their assigns in any suit brought upon this bond. In the event suit is brought upon this bond, the surety shall pay reasonable attorneys’ fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond. The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by any modification to the Agreement by the City and the Principal, and the Surety hereby waives notice of any such modification.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

Principal

Surety

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____
Address for Notices to Surety: _____

NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY’S POWER OF ATTORNEY MUST BE ATTACHED.

City of Belmont Contract Documents

Project: [Project Name]

City Contract Number

MAINTENANCE BOND

(To be executed after acceptance of project by the City Council)

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____, as Surety, are held and firmly bound unto the City of Belmont (hereinafter called the Obligee), in the penal sum of _____ Dollars (\$ _____) for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has heretofore entered into a contract with the Obligee for the _____ Project, City Contract

No. _____; and,

WHEREAS, the work called for under the contract has now been completed and accepted by Obligee;

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the Principal shall for a period of one (1) year from and after the date of the completion and acceptance of the contract indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship that may be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the expiration of the maintenance period provided for herein.

Principal: _____
Corporate Seal (where appropriate)

Surety: _____
Corporate Seal (where appropriate)

Authorized Signature

Authorized Signature

Printed name and title

Printed name and title

Date

Date

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

City of Belmont Contract Documents

Project: [Project Name]

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ALTERNATIVE CLAUSES

1. **Identification of Plans.** The Contract Documents are more particularly defined in the Agreement, and generally include: all Bidding Documents (including the Invitation For Bids, these Instructions to Bidders, ~~Supplemental Instructions to Bidders~~, Addenda [if any], and Bid Forms), the Agreement, the Specifications (including the General ~~Provisions~~Conditions, the ~~Supplemental General Provisions~~Special Povisions), and the Technical ~~Provisions~~Specifications), the Exhibits (including bonds), and the Drawings (also referred to as "Plans"). The Plans specifically include the following documents: [**** INSERT DESCRIPTION OF PLANS: ____ SHEETS OF DRAWINGS PREPARED BY ____, DATED _____. ***]
2. **Pre-Bid Conference.** A Pre-Bid Conference will be conducted at the time and place identified in the Invitation For Bids. At the pre-bid conference, the City will review the requirements of the Bidding Documents, Bidders will have an opportunity to provide comments and questions to the City, and a Project site visit will be conducted. A failure to attend the pre-bid conference may result in a non-responsive bid, or may result in a determination that the Bidder failed to make reasonable efforts to identify existing site conditions prior to bidding.
3. **Information Available to Bidders.** For the convenience of Bidders, additional information (possibly including information regarding soils and subsurface investigations) may be available from the City upon request. Requests for additional information shall be submitted to the ~~Project Manager~~Engineer, in accordance with the Instructions to Bidders. Bidders shall independently evaluate such information for their use and shall be solely responsible for use or interpretation of such information. Any such use or interpretation shall not be the basis for any claim against the City. Any such additional information shall not be construed as a waiver of the Bidder's duty to examine the site of the Work, and the Bidder is cautioned to make such independent investigations and examinations as the Bidder deems necessary to satisfy the Bidder as to the subsurface conditions to be encountered in the performance of the Work.
- 14 **Truck Routes.** Pursuant to City ordinances, use only authorized truck routes. More Info <http://www.fremontBelmont.gov/Permits/EngineeringPermits/TransportationPermit.htm>

ALTERNATIVE CLAUSES FOR "ALTERNATE BIDS" BID FORMS/BID DOCUMENTS

ALTERNATIVE #3: "BASE BID METHOD"

For each alternate bid item identified on the Bid Spreadsheet (Section 4, below), the Bidder shall set forth an Alternate Item Amount. For the purpose of determining the "Lowest Monetary Bidder," the City shall evaluate the "Total Bid Amount" (i.e., "Base Bid") in accordance with the Instructions to Bidders, without considering any alternate bid items. However, if the City determines that there is sufficient revenue available to fund one or more Alternate Items, the City may add [***remove***] Alternate Items, and award the contract based on the Base Bid plus [***less***] the identified Alternate Items.

City of Belmont Contract Documents

Project: [Project Name]

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**ALTERNATIVE CLAUSE FOR "ALTERNATE BIDS"
BID SPREADSHEET (SECTION 4)**

Deductive

Alternate No.	Item Description	Unit of Measure	Estimated Quantity	Item Price	Unit Amt	Alternate Item Extension
_____	_____	_____				\$ _____
_____	_____	_____				\$ _____

[*ALTERNATIVE FORMAT FOR LUMP SUM BID SPREADSHEETS***]**

Lump sum price to perform all Work
in accordance with the Contract Documents

TOTAL BID AMOUNT: \$ _____

Alternate Improvement Security Clauses for Agreement Section 13:

Warranty security in the amount of 10 % of the Contract Amount (in the form of the Faithful Performance security) to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter).

Alternate Insurance Clauses for Agreement Section 14:

Risk Management may require additional insurance coverage (e.g., \$3,000,000 for commercial general liability).

Deductibles and Self-Insured Retentions. Any deductibles (including any self-insured retentions) must be declared to and approved by the City.

If the amount of the deductible for commercial general liability is greater than \$_____, the Contractor shall either: reduce the deductible to an amount less than or equal to \$_____, or the Contractor shall procure a bond in an amount sufficient to guarantee payment of claims within the deductible amount (including losses and related investigations, administration and defense expenses).

If the amount of the deductible for property insurance is greater than \$_____, the Contractor shall either: reduce the deductible to an amount less than or equal to \$_____, or the Contractor shall procure a bond in an amount sufficient to guarantee payment of claims within the deductible amount (including losses and related investigations, administration and defense expenses).